

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

April 05, 2022

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award three services contracts to National Plant Services, Inc., for on-call closed-circuit television video inspections and industrial vacuum cleaning and jetting services at Public Works Stormwater Maintenance Division East Area, West Area, and South Area.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Award the three services contracts to National Plant Services, Inc., for on-call closed-circuit television video inspections and industrial vacuum cleaning and jetting services for the East Area at an annual contract sum of \$3,000,000; for the West Area at an annual contract sum of \$1,500,000; and for the South Area at an annual amount of \$5,500,000. These contracts will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$14,850,000 for the East Area; \$7,425,000 for the West Area; and \$27,225,000 for the South Area; respectively.

- 3. Delegate authority to the Director of Public Works or his designee to execute these contracts to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, National Plant Services, Inc., has successfully performed during the previous contracts period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to annually increase the contracts amount up to an additional 10 percent of the annual contracts sum, which is included in the maximum potential contracts sum for unforeseen additional work within the scope of the contracts if required, and to adjust the annual contracts sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of these contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award three services contracts to National Plant Services, Inc., to provide on-call closed-circuit television video inspections and industrial vacuum cleaning and jetting services at Public Works Stormwater Maintenance Division East Area, West Area, and South Area. The work to be performed will consist of providing on-call closed-circuit television video inspections and vacuum cleaning and jetting services for subterranean vaults; pump plant; low flow diversions sumps and forebays; in-ground stormwater debris capturing devices; stilling wells at various spreading grounds and channels, underground storm drains, and catch basins, as well as cleaning material from subsurface chambers, structures, and drains by utilizing vehicle-mounted, and heavy-duty vacuum cleaning and jetting-type equipment. The recommended contractor has the specialized expertise to accurately, efficiently, timely, and in a responsive and cost-effective manner support Public Works. Public Works has contracted these services since 1983.

The services provided under these contracts will be used to perform tasks, such as inspection of small drains that are inaccessible to staff as part of the pipe condition assessment program; clean and open clogged drains to prevent or eliminate street flooding; flush ocean outlet drains to restore drain functionality and avoid flooding in the upper watershed; and remove sediment from sumps and forebays of pump stations to maintain their functionality and from stormwater quality facilities to meet National Pollutant Discharge Elimination System requirements.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets by contracting with a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner to support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the unit prices and hourly rates quoted by the contractor.

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. These contracts' initial term is for 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$14,850,000 for the East Area; \$7,425,000 for the West Area; and \$27,225,000 for the South Area. These amounts are based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract sums for each option year over the term of these contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of these contracts.

Funding for these services is included in the Internal Service Fund (B04) Fiscal Year 2021-22 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund (B07). Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, National Plant Services, Inc., is located in Long Beach, California. These contracts will commence on April 11, 2022, or upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contracts as to form (Enclosure A.1-A.3) prior to approval. The recommended contracts with National Plant Services, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are specialized and required on an on-call, specialized, and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

These contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost of Living Adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within the class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the CEQA guidelines and Class 1 of the County's Environmental Document Reporting Procedures and

Guidelines, Appendix G. In addition, based on the contract requirements, all work will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On July 27, 2021, a notice of the Request for Proposals was placed on "Doing Business with the County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,660 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 873 Community Business Enterprises; and 56 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 31, 2021, five proposals were received, two proposals for the East Area, two proposals for the West Area, and one proposal for the South Area of Stormwater Maintenance Division. All proposals were evaluated by an Evaluation Committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, apparent responsive and responsible, lowest cost proposer, National Plant Services, Inc., located in Long Beach, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

M Potelli

MARK PESTRELLA, PE

Director

MP:JQ:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)

County Counsel Executive Office

AGREEMENT FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES - EAST AREA (BRC0000239)

THIS AGREEMENT, made and entered into this _____ day of ______, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and NATIONAL PLANT SERVICES, INC., an Illinois Corporation, located at 1461 Harbor Avenue, Long Beach, California 90813 (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 31, 2021, hereby agrees to provide services as described in this Contract for On-Call Closed-Circuit Television Video Inspections and Industrial Vacuum Cleaning and Jetting Services at Public Works Stormwater Maintenance Division, East Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Confined Space Manual; Exhibit G, Vault Inspection and Repair Checklist; Exhibit H, Heavy Duty Vacuum Cleaning and Jetting Services Form; Exhibit I, Confined Space Entry Permit Form, Exhibit J, Area Maps, Exhibit K, Closed-Circuit Television Inspection Guidelines, and Exhibit L, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$3,000,000 per year plus any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms(s), or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on April 11, 2022, or upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to--month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a

month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>EIGHTH</u>: If requested by the Contractor, the contract hourly rates, and unit prices may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>NINTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

<u>ELEVENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

| | COUNTY OF LOS ANGELES |
|---|--------------------------------|
| | By Director of Public Works |
| APPROVED AS TO FORM: | |
| RODRIGO A. CASTRO-SILVA County Counsel | |
| By Deputy | |
| Type/Print Name | |
| | NATIONAL PLANT SERVICES, INC. |
| | By |
| | Its President |
| | Type/Print Name |
| | Ву |
| | Its Secretary |
| | Type/Print Name |

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AGREEMENT FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES – WEST AREA (BRC0000239)

THIS AGREEMENT, made and entered into this _____ day of ______, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and NATIONAL PLANT SERVICES, INC., an Illinois Corporation, located at 1461 Harbor Avenue, Long Beach, California 90813 (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 31, 2021, hereby agrees to provide services as described in this Contract for On-Call Closed-Circuit Television Video Inspections and Industrial Vacuum Cleaning and Jetting Services at Public Works Stormwater Maintenance Division, West Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Confined Space Manual; Exhibit G, Vault Inspection and Repair Checklist; Exhibit H, Heavy Duty Vacuum Cleaning and Jetting Services Form; Exhibit I, Confined Space Entry Permit Form, Exhibit J, Area Maps, Exhibit K, Closed-Circuit Television Inspection Guidelines, and Exhibit L, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$1,500,000 per year plus any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms(s), or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on April 11, 2022, or upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to--month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a

month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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<u>EIGHTH</u>: If requested by the Contractor, the contract hourly rates, and unit prices may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>NINTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

<u>ELEVENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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| | COUNTY OF LOS ANGELES |
|---|--------------------------------|
| | By Director of Public Works |
| APPROVED AS TO FORM: | |
| RODRIGO A. CASTRO-SILVA County Counsel | |
| By Deputy | |
| Type/Print Name | |
| | NATIONAL PLANT SERVICES, INC. |
| | By |
| | Its President |
| | Type/Print Name |
| | Ву |
| | Its Secretary |
| | Type/Print Name |

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AGREEMENT FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES – SOUTH AREA (BRC0000239)

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<u>NINTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

<u>ELEVENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

| | COUNTY OF LOS ANGELES |
|---|--------------------------------|
| | By Director of Public Works |
| APPROVED AS TO FORM: | |
| RODRIGO A. CASTRO-SILVA County Counsel | |
| By Deputy | |
| Type/Print Name | |
| | NATIONAL PLANT SERVICES, INC. |
| | By |
| | Its President |
| | Type/Print Name |
| | Ву |
| | Its Secretary |
| | Type/Print Name |

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Agenda Date: 4-05-2022 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES

SELECTED FIRMS

| Small-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet | LGBTQQ |
|---|-----------|-----|----------|-------|---------------|-------------|--------|
| None | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Medium-Sized Business Category Proposer Name | | | | | | | |
| National Plant Services, Inc. | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Large-Sized Business Category Proposer Name | | | | | | | |
| None | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

NON-SELECTED FIRMS

| Small-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet | LGBTQQ |
|---|-----------|-----|----------|-------|---------------|-------------|--------|
| None | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Medium-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet | LGBTQQ |
| None | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Large-Sized Business Category Proposer Name | Local SBE | SBE | Minority | Women | Disadvantaged | DisabledVet | LGBTQQ |
| Nor-Cal Pipeline Services | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

^{*}Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender,

Agenda Date: 4-05-2022 ENCLOSURE B

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES

| | FIRM INFORMATION* | National Plant Services, Inc. | Nor-Cal Pipeline Services | | | |
|-----------------|---------------------------|-------------------------------|---------------------------|--|--|--|
| BUSINI | ESS STRUCTURE | Corporation | Corporation | | | |
| CULTU | RAL/ETHNIC COMPOSITION | NUMBER/% OF OWNERSHIP | | | | |
| S | Black/African American | 0 | 0 | | | |
| Ë | Hispanic/Latino | 0 | 0 | | | |
| RT | Asian or Pacific Islander | 0 | 0 | | | |
| OWNERS/PARTNERS | American Indian | 0 | 0 | | | |
| RS | Filipino | 0 | 0 | | | |
| l W | White | 0 | 3/100% | | | |
| ó | Female (included above) | 0 | 1/24.5% | | | |
| | | NUMBER | | | | |
| | Black/African American | 0 | 1 | | | |
| | Hispanic/Latino | 7 | 4 | | | |
| MANAGER | Asian or Pacific Islander | 0 | 0 | | | |
| ₽ | American Indian | 0 | 0 | | | |
| ₹ | Filipino | 0 | 0 | | | |
| | White | 3 | 13 | | | |
| | Female (included above) | 4 | 4 | | | |
| | Black/African American | 5 | 11 | | | |
| | Hispanic/Latino | 36 | 35 | | | |
| டி | Asian or Pacific Islander | 0 | 7 | | | |
| STAFF | American Indian | 0 | 7 | | | |
| S | Filipino | 1 | 0 | | | |
| | White | 9 | 42 | | | |
| | Female (included above) | 6 | 11 | | | |
| Total N | o. of Employees | 61 | 123 | | | |
| COUNT | Y CERTIFICATION | | | | | |
| CBE | | N/A | N/A | | | |
| LSBE | | N/A | N/A | | | |
| OTHER | CERTIFYING AGENCY | N/A | N/A | | | |













lacounty.gov

| ★ Home (/LACoBids/) / | Admin (/LACoBids/Admin) | / 🗐 Open Solicitations (/ | LACoBids/Admin/BidList) |
|-----------------------|-------------------------|---------------------------|-------------------------|
| | | | |

| Soliciation Number: | BRC0000239 | | | | | |
|------------------------|---|----------------------|----------------------|--|--|--|
| Title: | On-Call Closed-Circuit Television Video Inspections and Industrial Vacuum Cleaning and Jetting Servi (BRC0000239) | | | | | |
| Department: | Public Works | Public Works | | | | |
| Bid Type: | Service | Bid Amount: | \$10,000,000.00 | | | |
| Commodity: | MAINT & REPAIR - SEWER & STORM DRAIN (INCLUDING REMOVAL) | | | | | |
| Description: | NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSP | | | | | |
| Open Day: | 7/27/2021 | Close Date: | 8/24/2021 5:30:00 PM | | | |
| Contact Name: | Jairo Flores | Contact Phone: | (626) 458-4069 | | | |
| Contact Email: | jflores@pw.lacounty.gov | | | | | |
| Last Changed On: | 7/27/2021 7:43:04 AM | | | | | |
| Attachment | ● Click here to downlo | ad attachment files. | | | | |

